

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO A SEPARATE ARBITRATION AGREEMENT, THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. THIS CONTRACT ALSO CONTAINS A WAIVER OF RIGHT TO JURY TRIAL.

**BURNS AUTO CREDIT LLC**

250 E BLACKSTOCK RD SPARTANBURG, SC 29301 PHONE: 864-777-7002

**BUYER'S ORDER AND CONTRACT**

This contract is made and entered into between BURNS AUTO CREDIT LLC hereinafter called Dealer, and Customer. Any Retail installment contract or other instrument or document executed by Customer in connection herewith is simply an effort to satisfy Customer's obligations under this contract.

**BUYER'S ORDER****CUSTOMER INFORMATION**

Name EARL EUGENE GAVIN JR  
 Address 507 MCCLUNEY DR  
 City GAFFENEY State SC  
 Zip 29340 County CHEROKEE  
 Hm. Phone 864-381-7289 Bus Phone 570-329-1000  
 D.O.B. 02-28-1968 D.L.# 007033041  
 Employer AUTO TRAKK

Name N/A  
 Address N/A  
 City N/A State N/A  
 Zip N/A County N/A  
 Hm. Phone N/A Bus Phone N/A  
 D.O.B. N/A D.L.# N/A  
 Employer N/A

**TRADE-IN INFORMATION**

Year N/A Make N/A  
 Model N/A Body Style N/A  
 VIN N/A  
 Color N/A  
 Mileage N/A  
 Lienholder N/A  
 Address N/A  
 City N/A State N/A  
 Acct. No. N/A Amount N/A  
 Quoted by N/A As of N/A  
 Subordinate Liens N/A  
N/A  
N/A

Date 10-16-2023Salesperson LISA BABAUTA & DYLAN SOLIS**VEHICLE INFORMATION**☐ New ☐ Demo ☒ Used

Year 2010 Make HONDA  
 Model ODYSSEY EX Body Style 4 DOOR VAN  
 VIN 5FNRL3H45AB111332  
 Color GREY 6669W  
 Mileage 129,570

**SUMMARY**

Price of vehicle	12495.00
Closing fee	225.00
Extended Service Contracts/GAP	0.00
Accessories	0.00
Total Cash Price	12720.00
Trade Allowance	( 0.00 )
Difference	12720.00
State Sales Tax	0.00
Infrastructure Maintenance Fee (IMF)	500.00
License Fees	55.00
Electronic Titling Fee	21.50
Balance owed on trade	0.00
Total	13296.50
Cash Down Pmt.	( 500.00 )
Manufacturer's rebate	( 0.00 )
Balance	12796.50

THE INFORMATION YOU SEE ON THE FTC WINDOW FORM (FTC BUYERS GUIDE) FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS CONTRACT.

Dealer has no obligation to sell or to satisfy any lien until this contract is accepted in writing by an officer or a sales manager or assistant sales manager of Dealer and until a retail installment contract for any deferred balance has been approved and funded by a third-party financing source.

← **SEE ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.**

CUSTOMER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

Customer's Signature

Accepted

Title

ADDITIONAL TERMS AND CONDITIONS

1. SPOT DELIVERY. Unless this transaction is a transaction wholly financed by Dealer and in which the parties do not contemplate assignment of an installment finance contract to a third party lender. Dealer hereby conditionally delivers the vehicle to Customer subject to approval and funding of a retail installment contract by a third-party financing source. Customer will cooperate with Dealer in arranging financing by providing any requested documents and information and by executing substitute retail installment contracts if requested by Dealer. Customer hereby authorizes an investigation of his/her credit by Dealer and any third-party financing sources contacted by Dealer. Customer may arrange for his or her own financing, insurance, service contract, or any other goods or services. Dealer does not require the purchase of any other goods or services by Customer as a condition to arranging financing. If Dealer provides any goods or services, it may receive a portion of any finance charge, premium, or profit on the sale of same. Dealer may also charge a closing fee for credit investigation, preparing, handling, and processing documents necessary to satisfy or perfect a lien, and any other charges incidental to the transaction. Notwithstanding any other form, document, representation, or understanding whatsoever, title shall remain in Dealer until funded by a third-party financing source. Until such funding, Customer may use and enjoy the vehicle for up to 50 miles per day. Customer may not allow another person to use the vehicle nor may Customer use the vehicle to transport persons or property for hire; in any race, test, or competitive event; after drinking any alcohol or using drugs; for any illegal purpose; to carry loads beyond its capacity; for off road use; to carry hazardous or explosive substances; if further use might cause damage; to push or tow any vehicle; in violation of any of the terms or conditions of this contract; or in a reckless, abusive, or negligent manner. Regardless of fault, Customer is responsible for any loss or damage to the vehicle up to the full price together with loss of use, appraisal fees, and recovery costs. If Customer is not approved and funded by a third-party financing source within a reasonable time in Dealer's discretion, fails to keep and honor any of the terms of this contract, has obtained the vehicle by fraud or misrepresentation, or if Dealer otherwise reasonably deems itself insecure, Customer shall return the vehicle upon Dealer's demand. In any of the above events, Dealer may peacefully repossess the vehicle, without demand, and customer hereby consents to WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION.
2. DISCLAIMER OF WARRANTIES. To the extent permitted by law, other than the written limited warranty set forth on the BUYERS GUIDE displayed on the vehicle, if any, DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any description of the vehicle contained in this contract is for the sole purpose of identifying the vehicle, and does not constitute a warranty that the vehicle shall conform to the description. Any limited warranty, specifications, or representations of the manufacturer are those of the manufacturer only and are not adopted by Dealer.
3. USED VEHICLE DISCLOSURE. I UNDERSTAND THAT USED VEHICLES MAY HAVE A HISTORY OF PRIOR DAMAGE, MECHANICAL FAILURE OR BOTH. I HAVE NOT RELIED UPON ANY OPINIONS OR STATEMENTS OF DEALER'S EMPLOYEES AS TO SUCH HISTORY AND UNDERSTAND THAT DEALER'S EMPLOYEES GENERALLY HAVE NO KNOWLEDGE OF SUCH HISTORY. I KNOWINGLY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, INHERENT IN PURCHASING A USED VEHICLE (INCLUDING BUT NOT LIMITED TO PRIOR DAMAGE AND/OR MECHANICAL FAILURE) AND AGREE TO HOLD DEALER HARMLESS FROM ANY CLAIMS ARISING OUT OF THE PRIOR HISTORY OF THE VEHICLE, EVEN IF ARISING OUT OF ANY NEGLIGENT REPRESENTATIONS MADE BY ANY OF DEALER'S EMPLOYEES REGARDING THE PRIOR HISTORY OF THE VEHICLE.
4. WE OWE. Dealer agrees to provide the following labor and/or material at no extra charge within (30) thirty days and no other: Customer must make an appointment with Dealer's service department before labor or materials can be provided.
5. PERSONAL USE. Customer certifies that the vehicle is intended for his or her personal use.
6. INSURANCE. Customer represents that he or she has full coverage insurance in effect and hereby releases and agrees to hold Dealer harmless from any liability in connection therewith.
7. REBATES & INCENTIVES. Customer hereby assigns all right, title, and interest in and to any manufacturer's rebates and incentives to Dealer.
8. WARRANTY OF TITLE ON TRADE-IN. For and in consideration of the trade allowance listed under SUMMARY, Customer does hereby bargain, sell, and deliver the trade-in vehicle to Dealer. Customer warrants title to be in Customer's name and that same is free and clear of all liens and encumbrances other than those listed under TRADE-IN INFORMATION, that Customer has the right to sell said vehicle, and that Customer will warrant and defend said title against all other claims.
9. REPRESENTATIONS AS TO TRADE-IN. The only existing material defects known to Customer concerning the trade-in vehicle are:

Customer warrants that, to the best of Customer's knowledge, the trade-in vehicle has no defects or accident history which have not been herein disclosed by Customer. Customer warrants and certifies that the trade-in vehicle does not have a salvage or flood title history.

10. BALANCE OWED ON TRADE. If the balance owed on the trade-in vehicle is less than that indicated under TRADE-IN INFORMATION, Dealer will refund the difference. If the balance owed is greater than indicated, Customer will pay Dealer the difference upon demand.

11. DISPOSITION OF TRADE-IN VEHICLE. Since financing approval and funding may take several weeks, the trade-in vehicle could deteriorate pending same, and/or since payments may continue to accrue, Dealer may, but has no obligation to, satisfy any indebtedness on the trade-in vehicle, and Customer authorizes Dealer to dispose of same. If Dealer can not obtain financing approval and funding, Customer shall immediately reimburse Dealer for all amounts paid. If the trade-in vehicle has already been sold by Dealer, Customer shall be credited with the actual cash value of the vehicle, less any expenses incurred in holding, preparing for sale, selling and the like. If said net value exceeds the liens and encumbrances on the trade-in, Dealer shall pay the difference to Customer upon surrender of Dealer's vehicle. If the liens and encumbrances exceed the net value of the trade-in, Customer shall immediately remit the difference to Dealer.

12. FORUM SELECTION AND WAIVER OF RIGHT TO JURY TRIAL. Any and all disputes, claims or controversies between Dealer or its officers, directors, agents, employees, or assignees and Customer not subject to arbitration SHALL BE DECIDED BY A JUDGE WITHOUT A JURY IN A BENCH TRIAL exclusively in dealer's county of residence.

13. PREJUDGMENT INTEREST. Any sums due Dealer from Customer not otherwise subject to a retail installment contract shall bear interest at 18.0% per annum.

14. ATTORNEY'S FEES. Customer and Dealer acknowledge that this Agreement is an agreement for the sale of a vehicle, not a credit transaction. In the event Dealer prevails in any legal proceeding brought to enforce this Agreement, Dealer may recover its costs and expenses, including reasonable attorney's fees; provided that such fees recovered shall not exceed 20% of the purchase price of the vehicle as shown in this Agreement.

15. NEGATIVE EQUITY. If this transaction involves a Trade on which you still owe money, and you owe more than the fair market value of the Trade, the transaction may involve "negative equity." In such situations, the excess debt owed on a trade-in vehicle may be absorbed into the finance contract for another vehicle, and may result in a selling price higher than the Manufacturer's Suggested Retail Price (MSRP). You should use caution before electing to include negative equity on a trade-in vehicle in the finance contract for another vehicle.

16. CHOICE OF LAW. Other than the arbitration agreement, which shall be governed by the Federal Arbitration Act, this contract shall be governed by and construed under the laws of the State of South Carolina.

17. MODIFICATION. Any modification of this contract or additional obligation assumed by either party shall be binding only if evidenced in writing and signed by Customer and an authorized representative of Dealer.

18. SEVERABILITY. In the event any provision of this contract shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

19. ENTIRE AGREEMENT. Other than the terms set forth on the retail installment contract or lease, this contract constitutes the complete and entire agreement between Dealer and Customer. Any prior understanding or representation of any kind preceding this contract shall not be binding on either party except to the extent incorporated in this contract. The terms of this contract shall survive the closing of the sale and the assignment of any retail installment contract.



(INITIALS OF BUYER)

N/A (INITIALS OF CO-BUYER)

10-16-2023 11:29 AM

**LAW 553-SC-eps 8/22**

**RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE**

Buyer Name and Address (Including County and Zip Code) EARL EUGENE GAVIN JR 507 MCCLUNEY DR GAFFNEY, SC 29340 CHEROKEE Cell: Email:	Co-Buyer Name and Address (Including County and Zip Code)  Cell: Email:	Seller-Creditor (Name and Address) BURNS AUTO CREDIT LLC 250 E BLACKSTOCK RD SPARTANBURG, SC 29301
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2010	HONDA ODYSSEY EX	5FNRL3H45AB111332	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> <u>N/A</u>

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 19.99 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. \$ 4368.18	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. \$ 12796.50	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled. \$ 17164.68	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down payment of \$ 500.00 is \$ 17664.68

**Returned Check Charge:** You agree to pay a charge of \$30.00 if any check you give us is dishonored.

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.  
 If a payment is not received in full within N/A days after it is due, you will pay a late charge of \$ 0.00 or N/A % of the part of the payment that is late, whichever is less.  
 If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

**Your Payment Schedule Will Be:** (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
78	\$ 220.06	DUE BI-WEEKLY beginning 11-10-2023
	\$	

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos.  
N/A  
 Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

**Late Charge.** If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$ 9.20. The charge will not exceed \$ 23.00 if you bought the vehicle primarily for personal, family, or household use. We may charge the maximum and minimum late charge dollar amounts as allowed by S.C. Code Ann. 37-1-109 of the South Carolina Consumer Protection Code.

**Prepayment.** If you pay early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Buyer Signs X

Co-Buyer Signs X N/A

10-16-2023 11:30 AM

LAW 553-SC-eps 8/22 v1 Page 1 of 4

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price  
(including \$ 0.00 sales tax and \$ 225.00 closing fee) \$ 12720.00 (1)

2 Total Downpayment =  
Trade-In N/A  
(Year) (Make) (Model)  
Gross Trade-In Allowance \$ 0.00  
Less Pay Off Made By Seller to N/A \$ 0.00  
Equals Net Trade In \$ 500.00  
+ Cash \$ 0.00  
+ Other N/A \$ 0.00  
+ Other N/A \$ 0.00  
+ Other N/A \$ 0.00  
(If total downpayment is negative, enter "0" and see 4J below) \$ 500.00 (2)  
\$ 12220.00 (3)

3 Unpaid Balance of Cash Price (1 minus 2)

4 Other Charges Including Amounts Paid to Others on Your Behalf  
(Seller may keep part of these amounts):  
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.  
Life \$ 0.00  
Disability \$ 0.00 \$ 0.00  
B Vendor's Single Interest Insurance Paid to Insurance Company \$ 0.00  
C Other Optional Insurance Paid to Insurance Company or Companies \$ 0.00  
D Optional Gap Contract \$ 0.00  
E Official Fees Paid to Government Agencies  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
F Government Taxes Not Included in Cash Price \$ 0.00  
G Government License and/or Registration Fees  
LICENSE FEE  
N/A \$ 55.00  
H Government Certificate of Title Fees \$ 21.50  
I Infrastructure Maintenance Fee \$ 500.00  
J Other Charges (Seller must identify who is paid and describe purpose)  
to N/A for Prior Credit or Lease Balance \$ 0.00  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
to N/A for N/A \$ 0.00  
Total Other Charges and Amounts Paid to Others on Your Behalf \$ 576.50 (4)  
\$ 12796.50 (5)

5 Amount Financed (3 + 4)

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.  
If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:  
Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both  
Premium:  
Credit Life \$ N/A  
Credit Disability \$ N/A  
Insurance Company Name N/A

Home Office Address N/A

CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A  
Type of Insurance Term

Premium \$ N/A  
Insurance Company Name N/A

Home Office Address N/A

☐ N/A N/A  
Type of Insurance Term

Premium \$ N/A  
Insurance Company Name N/A

Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the optional credit insurance and other insurance checked above.

X N/A  
Buyer Signature Date

X N/A  
Co-Buyer Signature Date

☐ IF CHECKED, THE TERM OF OPTIONAL CREDIT INSURANCE IS LESS THAN THE TERM OF THIS CONTRACT, AS DESCRIBED ABOVE.

X N/A  
Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before \_\_\_\_\_, Year \_\_\_\_\_. SELLER'S INITIALS \_\_\_\_\_

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ 0.00 and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Buyer Signs X [Signature] Co-Buyer Signs X N/A

**OTHER IMPORTANT AGREEMENTS**

**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **You may refinance a balloon payment.** A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

**2. YOUR OTHER PROMISES TO US**

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type

and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

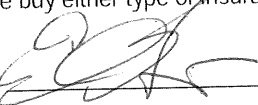
If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default) we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:

- You do not make any payment when due; or
- You start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information during credit application; or you break any agreements in this contract; except that if you bought the vehicle primarily for personal, family, or household use, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or realization of the collateral.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows. The maximum attorney's fee you will pay will be 15% of the amount you owe. You will also pay the reasonable expenses we incur in realizing on our security interest as the law allows.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully without entering into a dwelling used as a current residence. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.



g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**4. WARRANTIES SELLER DISCLAIMS**

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

**5. Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**6. SERVICING AND COLLECTION CONTACTS**

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

**7. APPLICABLE LAW**

Federal law and the law of the state of South Carolina apply to this contract.

**8. NEGATIVE CREDIT REPORT NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X [Signature] Co-Buyer Signs X N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X [Signature] Date 10-16-2023 Co-Buyer Signs X N/A Date N/A

Buyer Printed Name EARL EUGENE GAVIN JR Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address [Signature] Title [Signature]

Seller signs BURNS AUTO CREDIT LLC Date 10-16-2023 By X [Signature] Title [Signature]

Seller assigns its interest in this contract to BURNS AUTO CREDIT LLC (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller [Signature] Title [Signature]

By X BURNS AUTO CREDIT LLC Title [Signature]

AFFIDAVIT & NOTIFICATION OF  
SALE OF MOTOR VEHICLE  
(Entire Form Must Be Typed or Printed)

No. 1006423

Personally appeared before me BURNS AUTO CREDIT LLC (Seller) 102471031 (Dealer Retail Tax #)

250 E BLACKSTOCK RD SPARTANBURG, SC 29301

(Address)

who being duly sworn, deposes and says that on the 16TH day of OCTOBER 2023,

he sold the following motor vehicle: Make HONDA Model ODYSSEY EX

Year 2010 Identification (Serial) No. 5FNRL3H45AB111392

License No. 007033041 to EARL EUGENE GAVIN JR (Buyer)

507 MCCLUNEY DR

(Street)

GAFFNEY

(City)

CHEROKEE

(County)

SC

(State)

29340

(Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder BURNS AUTO CREDIT LLC Amount 12,796.50

Address PO BOX 2015 ROCK HILL, SC 29732 Date 10-16-2023

I certify that the odometer now reads 129,570 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

BURNS AUTO CREDIT LLC BY: Liisa Babauts

(Signature of Seller)

BURNS AUTO CREDIT LLC Liisa Babauts

(Print Seller's Name)

(Signature of Buyer)

EARL EUGENE GAVIN JR

(Print Buyer's Name)

## Property Tax Section

Check One:

XX

Purchase License Plate

007033041

D.L. Number \_\_\_\_\_

License Plate Issued \_\_\_\_\_

Transfer License Plate

Signature of Buyer/if purchasing plates

Property taxes will be due in 120 days

TOP COPY - TO DIVISION OF MOTOR VEHICLES WITH TITLE AND LICENSING APPLICATION. YELLOW COPY - FOR DEALER'S FILE.  
PINK COPY - TO DIVISION OF MOTOR VEHICLES IF NEW TAGS ARE TO BE OBTAINED. GOLDENROD COPY - TO BUYER.





# South Carolina Department of Motor Vehicles

## Title and/or Registration Application

No strikeovers, erasures, correction tape, or correction fluid is acceptable on this form.

400  
(08/2023)

South Carolina and Federal law dictate that motor vehicle and driver's license records maintained by the SCDMV may be disclosed in certain situations. For details on the disclosure of personal information and the types of information disclosed, go to the SCDMV website [www.scdmvonline.com/Privacy](http://www.scdmvonline.com/Privacy). Applications are accepted at SCDMV branch offices or can be mailed to: SCDMV, PO Box 1498 or 10311 Wilson Blvd., Blythewood, SC 29016-0038. Applications for apportioned plates are submitted to SCDMV Motor Carrier Services branch offices, or mailed to SCDMV, PO Box 1498, Blythewood, SC 29016-0027. Visit our website [www.scdmvonline.com](http://www.scdmvonline.com) for a complete list of required documents and fees.

### SECTION 1 – REQUIRED FOR ALL TRANSACTIONS

<b>TRANSACTION TYPE</b> <input checked="" type="checkbox"/> TITLE <input checked="" type="checkbox"/> REGISTRATION		<b>TITLE SPECIFIC INFORMATION</b> <input type="checkbox"/> EXPEDITE (only title transactions, only in branch offices, additional \$20.00 fee) <input checked="" type="checkbox"/> RECORD LIEN <input type="checkbox"/> DUPLICATE TITLE <input type="checkbox"/> LEASE		<b>SPECIAL VEHICLE TYPE (if applicable)</b> <input type="checkbox"/> MOPED <input type="checkbox"/> LOW SPEED VEHICLE	
<b>VEHICLE INFORMATION</b> VEHICLE IDENTIFICATION NUMBER (VIN) 5FNRL3H45AB111332					
BODY STYLE 4 DOOR VAN		<input checked="" type="checkbox"/> GAS <input type="checkbox"/> DIESEL <input type="checkbox"/> HYBRID or <input type="checkbox"/> ELECTRIC		MAKE HONDA MODEL ODYSSEY EX YEAR 2010 EMPTY WEIGHT MOPED – ENGINE CCs OR WATTAGE	
<b>OWNER/LESSEE INFORMATION</b> Your complete name is required on all title and registration documents.					
NEW PRIMARY OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) GAVIN JR    EARL    EUGENE			CUSTOMER NO., DL NO., SSN, OR FEIN 007033041		DATE OF BIRTH 02-28-1968
NEW CO-OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)			SHARED OWNERSHIP <input type="checkbox"/> AND or <input type="checkbox"/> OR		CUSTOMER NO., DL NO., SSN, OR FEIN DATE OF BIRTH
PRIMARY OWNER'S/LESSEE RESIDENCE ADDRESS (APT. NO. IF APPLICABLE) 507 MCCLUNEY DR			CITY GAFFNEY	STATE SC	ZIP CODE 29340 COUNTY CHEROKEE
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)			CITY	STATE	ZIP CODE COUNTY
<b>UPDATE VOTER REGISTRATION</b> Unless you indicate otherwise, the addresses above will be used by the State Election Commission to update your voter registration: <input type="checkbox"/> Do not update my residence address. <input type="checkbox"/> Do not update my mailing address.					
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)			CITY	STATE SC	ZIP CODE COUNTY
PHONE NUMBER 864-381-7289		TEMPORARY ADDRESS (IF APPLICABLE)		EXPIRATION OF TEMPORARY ADDRESS	
<b>LEASING COMPANY INFORMATION</b> Complete only for a leased vehicle					
LEASING COMPANY NAME		PHONE NUMBER		CONTACT PERSON CUSTOMER NUMBER	
ADDRESS		CITY	STATE	ZIP CODE	COUNTY

### SECTION 2 – ONLY REQUIRED FOR TITLE TRANSACTIONS

<b>ODOMETER MILEAGE</b> Federal and state law requires that you state the mileage when the transferring ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I STATE THAT THE ODOMETER NOW READS 129,570 (MILES NOT KILOMETERS, NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:					
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;">CAUTION</div> <div> <p>DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.</p> <input type="checkbox"/> EXEMPT  <input type="checkbox"/> I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.  <input type="checkbox"/> I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. <b>WARNING ODOMETER DISCREPANCY.</b> </div> </div>					
<b>LIEN INFORMATION</b> ELT provider must include ELT customer Number.					
CUSTOMER NO. OR FEIN 34217570		LIENHOLDER NAME (FIRST LIEN) BURNS AUTO CREDIT LLC		DATE OF LIEN 10-16-2023	
MAILING ADDRESS PO BOX 2815		CITY ROCK HILL		STATE SC	ZIP CODE 29732
CUSTOMER NO. OR FEIN		LIENHOLDER NAME (SECOND LIEN)		DATE OF LIEN	
MAILING ADDRESS		CITY		STATE	ZIP CODE





# South Carolina Department of Motor Vehicles

## Title and/or Registration Application

400  
(08/2023)

No strikeouts, erasures, correction tape, or correction fluid is acceptable on this form.

### SECTION 2 – CONTINUED

#### ADDITIONAL INFORMATION

PRIOR TITLE STATE	PRIOR TITLE NUMBER	DATE FIRST OPERATED IN SC 10-16-2023	ENERGY EFFICIENT MANUFACTURED/MOBILE HOME? <input type="checkbox"/> YES <input type="checkbox"/> NO
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#### IMF/SALES TAX

Vehicles purchased from individuals and titled in South Carolina are subject to IMF or sales tax unless exempt. The fee is 5% of the sales price up to a maximum of \$500.00. *Mobile homes are calculated differently.*

☐ The vehicle was transferred from: ☒ MY PARENT ☒ MY SPOUSE ☒ MY CHILD ☒ MY BROTHER/SISTER ☒ MY GRANDPARENT ☒ MY GRANDCHILD

☐ The vehicle was transferred to me as: ☒ LEGAL HEIR ☒ BENEFICIARY ☒ DISTRIBUTE

☐ I am active-duty Military

☐ The vehicle was a bonafide gift

#### PURCHASE INFORMATION

\*Gross capitalized cost is the original cost of the vehicle not including taxes, interest, or cab customizing and is used to calculate the road use fee for vehicles that have a gross vehicle weight (GVW) of 26,001 lbs. or more. Leave blank if this does not apply to your vehicle.

SELLER OR DEALER NAME BURNS AUTO CREDIT LLC		ADDRESS 250 E BLACKSTOCK RD		CITY SPARTANBURG	STATE SC	ZIP CODE 29301
DEALER NO. 38610	SALES TAX NO. 102471031	<input type="checkbox"/> NEW or <input checked="" type="checkbox"/> USED	DATE OF PURCHASE 10-16-2023	SALES PRICE 12720.00	*GROSS CAPITALIZED COST	TRADE-IN AMOUNT 0.00

### SECTION 3 – ONLY REQUIRED FOR REGISTRATION TRANSACTIONS

#### SELECT DESIRED TRANSACTION

<input checked="" type="checkbox"/> NEW PLATE	<input type="checkbox"/> TRANSFER PLATE	PLATE NUMBER TO TRANSFER	<input checked="" type="checkbox"/> EXCHANGE	NEW PLATE TYPE
GROSS VEHICLE WEIGHT (GVW)	TO INCREASE GROSS VEHICLE WEIGHT <input type="checkbox"/>	NEW GROSS VEHICLE WEIGHT:	<input type="checkbox"/> COMMERCIAL or <input checked="" type="checkbox"/> NON-COMMERCIAL	

#### DISCLOSURE

Required only for vehicles 26,000 lbs. or greater and bus common carriers

The Department must obtain the Federal Employer Identification Number (FEIN) or Social Security Number (SSN) when a vehicle is registered with a GVW of more than 26,000 pounds or a bus common carrier (SC Code §56-3-240).

#### INSURANCE CERTIFICATION

A vehicle must be insured with liability insurance coverage through a company licensed to do business in South Carolina, when it is registered, and it must remain insured while registered.

I (WE) DECLARE THAT THIS VEHICLE IS INSURED WITH: ☒ INSURANCE COMPANY  
STATE FARM MUTUAL

### SECTION 4 – REQUIRED FOR ALL TRANSACTIONS

#### DONATE LIFE SC

☐ YES, I WISH TO DONATE \$5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT OF DONATION:  
\$

#### SIGNATURE OF OWNER

I DECLARE THAT I AM THE OWNER OF THIS VEHICLE. I REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 lbs., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. UNDER PENALTY OF PERJURY, I CERTIFY ALL INFORMATION PROVIDED IS TRUE AND CURRENT.

OWNER 	DATE 10-16-2023	CO-OWNER	DATE
-----------	--------------------	----------	------

SIGNATURE OF OWNER(S) - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN A PENALTY FEE IN ADDITION TO THE REGULAR TITLE AND/OR REGISTRATION FEE(S). THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:  
46 - 60 DAYS LATE - \$10.00 61 - 75 DAYS LATE - \$25.00 76 - 135 DAYS LATE - \$50.00 OVER 135 DAYS LATE - \$75.00

#### THIS SECTION FOR SHORT-TERM RENTAL COMPANIES AND DEALERS ONLY

THE ABOVE VEHICLE IS FOR:  
☐ DEALER RESALE  
☐ SHORT-TERM RENTAL USE BY A LICENSED DEALER

#### THIS SECTION FOR DMV USE ONLY

PROCESSED BY AND OFFICE #	PLATE NUMBER	BRAND
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